

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

This hearing also dealt with the Landlord's application for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

No one attended for the Tenant.

J.L. attended for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Landlord testified that they did not receive a Proceeding Package or any evidence from the Tenant.

Rule 3.5 of the *Residential Tenancy Branch's Rules of Procedure* outlines what an arbitrator may do if they are not satisfied the respondent has been served the Proceeding Package. In such a case an arbitrator may adjourn the dispute, or dismiss it with or without leave to reapply.

I am not satisfied that the Landlord was served. This is based on the Landlord's testimony and the lack of proof of service submitted by the Tenant. As a result, I am dismissing the Tenant's entire application without leave to reapply.

The Landlord testified that they served their Proceeding Package by posting it on the rental unit's door on July 15, 2025. They provided a witnessed proof of service confirming this.

Based on the Landlord's evidence, I find that the Proceeding Package was posted on the rental unit's door on July 15, 2025.

Under section 90 of the Act, documents posted on a door are deemed received 3 days after they are served.

Therefore, I find the Tenant is deemed to have received the Landlord's Proceeding Package on July 18, 2025.

Service of Evidence

For the same reasons I found the Tenant's Proceeding Package was not served, I also find their evidence was not served.

The Landlord testified their evidence was served in the same package as their Proceeding Package.

Therefore, for the same reasons I found the Proceeding Package deemed received on July 18, 2025, I also deem the Landlord's evidence received on that date per 90 of the Act.

Issues to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The Landlord agreed with the following information on the Tenant's application:

- The tenancy began on April 1, 2025.
- The rent is currently \$990.00 and is due on the first day of each month.
- The Landlord served the Tenant the One Month Notice by posting it on the rental unit's door on June 30, 2025.

The Tenant stated in their application that there is a \$487.80 pet deposit and a \$487.80 security deposit for the tenancy. The Landlord testified that there was a \$487.50 pet and damage deposit.

The Landlord provided a copy of the One Month Notice.

Analysis

Is the Landlord entitled to an Order of Possession?

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession.

The Order of Possession's effective date is 7 days after it is served. The Landlord attended and stated that the Tenant's guests were often violent, which caused concern for other residents of the residential property. The Tenant did not attend the hearing to provide any mitigating circumstances. Therefore, I found that the situation required me to set the shortest effective date possible outside of an emergency application.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

As the tenancy is ending, I order the Landlord to retain \$100.00 of the Tenant's damage deposit as full repayment of this award, per section 72 of the Act.

Conclusion

I grant an Order of Possession to the Landlord **effective by 1:00 PM on August 31, 2025, after service of this Order on the Tenant(s)**. Should the Tenant(s) or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant the Landlord's application to recover the \$100.00 filing fee for this application per section 72 of the Act.

I authorize the Landlord to retain \$100.00 of the Tenant's security deposit per section 38 of the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: August 6, 2025

Residential Tenancy Branch